TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment and Assumption of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A. (successor to Bank One, NA)		03/10/2006	National Banking Association:

RECEIVING PARTY DATA

Name:	Delaware Street Capital Master Fund, L.P.
Street Address:	900 North Michigan Avenue
Internal Address:	Suite 1600
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60611
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	2108276	
Registration Number:	2119390	
Registration Number:	2140966	
Registration Number:	1986935	BUBBLEGUM BUDDIES
Registration Number:	2407337	CANDY WITH CHARACTERS
Registration Number:	2263793	CHOCOPALS
Registration Number:	2066936	CHUMMY CHUMS
Registration Number:	2117703	
Registration Number:	2941535	HUG ME
Registration Number:	2119358	I LOVE YOU
Registration Number:	2909433	IMAGIPOPS
Registration Number:	2269911	JAWBREAKER BUDDIES
Registration Number:	1946903	KENCRAFT

CH $1265.00 2108276

Registration Number:	2936896	KOOKIE KAKES
Registration Number:	1299746	KOOKY KONES
Registration Number:	1272045	LOLLIPALS
Registration Number:	1953101	PEPPERMINT PLACE
Registration Number:	1299747	PETITCUPS
Registration Number:	1510318	PIC-A-POP RAINBOW-TREE
Registration Number:	2138768	PUPPET PALS
Registration Number:	2117672	
Registration Number:	2033209	
Registration Number:	2161729	
Registration Number:	2054873	
Registration Number:	2932673	
Registration Number:	2815873	
Registration Number:	2312782	
Registration Number:	2119359	
Registration Number:	2899320	
Registration Number:	2941534	BOO
Registration Number:	2054948	
Registration Number:	2886227	
Registration Number:	2163718	
Registration Number:	2171062	
Registration Number:	2899321	
Registration Number:	2831124	
Registration Number:	2914415	
Registration Number:	2130052	
Registration Number:	2390518	TAFFYTOONS
Registration Number:	2236213	TEENSY WEENSY CANDY BASKET
Registration Number:	2493568	THE BUBBLEGUM BUNCH
Registration Number:	2310151	
Registration Number:	2308164	
Registration Number:	2900784	TWISTPOP
Registration Number:	2117679	
Registration Number:	1980925	CANDY CLIMBERS
Registration Number:	2119355	
Serial Number:	76299031	SWEET GREETINGS

Serial Number:	76362977	ALPINE CONFECTIONS
Serial Number:	78206592	TWISTIX

CORRESPONDENCE DATA

Fax Number: (312)840-7884

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (312) 840-7860

Email: mmurphy@jenner.com

Correspondent Name: Mariann R. Murphy

Address Line 1: One IBM Plaza

Address Line 2: Jenner & Block LLP

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	41514-10090
NAME OF SUBMITTER:	Mariann R. Murphy
Signature:	/Mariann R. Murphy/
Date:	03/30/2006

Total Attachments: 13

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ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of the 10th day of March, 2006, but effective as of July 6, 2005, is by and among JPMORGAN CHASE BANK, N.A., as successor by merger to Bank One, NA, as agent for the Prior Lenders (as such term is defined below) (the "Assignor"), DELAWARE STREET CAPITAL MASTER FUND, L.P., as agent (the "Assignee") for the Lenders (as such term is defined in the Credit Agreement, as such term is defined below), and KENCRAFT, INC., a Utah corporation, (the "Obligor"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Trademark Security Agreement (as such term is defined below).

RECITALS

WHEREAS, the Obligor entered into that Credit Agreement dated as of August 5, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Obligor, certain affiliates of the Obligor, the financial institutions from time to time party thereto (the "Prior Lenders") and the Assignor, pursuant to which the Prior Lenders provided loans and other financial accommodations to the Obligor;

WHEREAS, pursuant to the terms of a Trademark Security Agreement dated as of August 5, 2003 (as the same was amended, restated, supplemented or otherwise modified from time to time to July 6, 2005, the "Original Trademark Security Agreement"), by and between the Obligor and the Assignor, the Obligor granted to the Assignor, for the benefit of the Assignor and the Prior Lenders, a security interest in substantially all the assets of the Obligor including all right, title and interest of the Obligor in, to and under all of the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world (collectively, the "Trademarks"), and all proceeds thereof, to secure the payment of the "Secured Obligations" (as defined in the Credit Agreement);

WHEREAS, the Assignor assigned to the Assignee all of its right, title and interest in and all of its rights and obligations under the Credit Agreement and the other Loan Documents including, without limitation, each and every security interest in and lien on the assets of the Obligor granted to the Assignor under the Loan Documents including, without limitation, the Original Trademark Security Agreement (the "Assignment and Assumption"), pursuant to that certain Assignment, Assumption, Payoff and Reaffirmation Agreement (as amended and restated, supplemented or otherwise modified from time to time, the "Assignment Agreement"), dated as of July 6, 2005, by and among the Prior Agent, the Prior Lenders, Chase Equipment Leasing Inc., the Obligor, certain affiliates of the Obligor and the Assignee;

WHEREAS, simultaneously with the execution of the Assignment Agreement, the Assignee desired to amend and restate the Original Trademark Security Agreement such that the Obligor and the Assignee entered into that certain Amended and Restated Trademark Security Agreement dated as of July 6, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, it is an obligation of the Assignor under the Assignment Agreement to enter into this Agreement to, among other things, evidence the Assignment and Assumption by the Assignee of all of the Assignor's right, title and interest in the Original Trademark Security Agreement; and

WHEREAS, it is an obligation of the Obligor under the Assignment Agreement to enter into this Agreement to, among other things, (a) acknowledge the Assignment and Assumption by the Assignee of all of the Assignor's right, title and interest in the Original Trademark Security Agreement and (b) acknowledge its entry into the Trademark Security Agreement pursuant to which the Obligor (i) reaffirmed and ratified its grant of security interest in the Trademarks to the Assignee (as assignee of the Assignor) under the Original Trademark Security Agreement and (ii) granted to the Assignee, a first-priority security interest in all of its right, title, and interest in and to the Trademarks to secure the Secured Obligations.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment and Assumption

The Assignor hereby irrevocably assigns and transfers to the Assignee, and the Assignee hereby irrevocably assumes from the Assignor, all of the Assignor's rights, remedies, duties and obligations under the Original Trademark Security Agreement, including, without limiting the generality of the foregoing, all Secured Obligations and the Assignor hereby irrevocably assigns and transfers to the Assignee, and the Assignee hereby irrevocably assumes from the Assignor, all right, title and interest of the Assignor in and to the liens in favor of, and security interests granted to, the Assignee in the Trademarks pursuant to the Original Trademark Security Agreement and all rights, remedies, duties and obligations of the Assignor under the Original Trademark Security Agreement, in each case, as more fully set forth in the Assignment and Assumption Agreement.

2. Security Interest.

The Obligor (a) hereby reaffirms and ratifies its prior grant to the Assignee (as assignee of the Assignor), pursuant to the Original Trademark Security Agreement and any other prior security agreements related thereto, of and (b) hereby grants to the Assignee, on behalf of and for the ratable benefit of the Assignee and the Lenders, a first-priority security interest in all of the Obligor's right, title, and interest in and to the Trademarks to secure the Secured Obligations, including, without limitation, the Trademarks set forth on Schedule 1 attached hereto.

TRADEMARK
REEL: 003279 FRAME: 0193

This security interest is reaffirmed, ratified and granted in conjunction with the security interests granted to the Assignee pursuant to the Original Trademark Security Agreement and the Trademark Security Agreement and is not intended to increase the rights of the Assignee or the obligations of the Obligor beyond the rights and obligations contained in the Trademark Security Agreement. The Obligor hereby acknowledges and affirms that the rights and remedies of the Assignee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Trademark Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts. This Agreement may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

5. Binding Effect. This Agreement shall be binding on all of the parties hereto and on each of their successors and assigns and shall inure to the benefit of the Assignee and its successors and assigns.

[*Remainder of Page Intentionally Left Blank;*
Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption of Trademark Security Agreement to be executed as of the date first written above by their respective duly authorized officers.

ASSIGNOR:

JPMORGAN CHASE BANK, N.A., successor by merger to Bank One, NA

By: Monica A. Starika
Name: Monica A. Starika
Title: Sr. Vice President

ASSIGNEE:

DELAWARE STREET CAPITAL MASTER FUND, L.P.

By:_____
Name:_____
Title:_____

OBLIGOR:

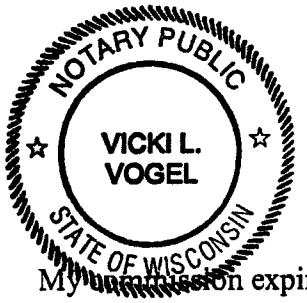
KENCRAFT, INC.

By:_____
Name:_____
Title:_____

[*Signature Page to Assignment and Assumption of Trademark Security Agreement*]

STATE OF Wisconsin)
) ss.
COUNTY OF Milwaukee)

This instrument was acknowledged before me on March 6, 2006, by Monica A. Stariha, the Senior Vice President of JPMorgan Chase Bank, N.A., a national banking association, on behalf of said national banking association.



Vicki L. Vogel
Notary Public

My commission expires: 10/12/08

[*Signature Page to Assignment and Assumption of Trademark Security Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption of Trademark Security Agreement to be executed as of the date first written above by their respective duly authorized officers.

ASSIGNOR:

JPMORGAN CHASE BANK, N.A., successor by merger to Bank One, NA

By:_____
Name:_____
Title:_____

ASSIGNEE:

DELAWARE STREET CAPITAL MASTER FUND, L.P.

By:_____
Name: Gary Katz
Title: Director

OBLIGOR:

KENCRAFT, INC.

By:_____
Name:_____
Title:_____

[*Signature Page to Assignment and Assumption of Trademark Security Agreement*]

STATE OF New York)
) ss.
COUNTY OF NY)

This instrument was acknowledged before me on 1st March, 2006, by Gary Katz, the Director of Delaware Street Capital Master Fund, L.P., a Cayman Islands exempt limited partnership, on behalf of said limited partnership.

Notary Public

My commission expires: 02/19/2010

Carmen C. Moore
Notary Public-State Of New York
No. 01m06069913
My Commission Expires
February 19, 2010

[*Signature Page to Assignment and Assumption of Trademark Security Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption of Trademark Security Agreement to be executed as of the date first written above by their respective duly authorized officers.

ASSIGNOR:

JPMORGAN CHASE BANK, N.A., successor by merger to Bank One, NA

By:_____
Name:_____
Title:_____

ASSIGNEE:

DELAWARE STREET CAPITAL MASTER FUND, L.P.

By:_____
Name:_____
Title:_____

OBLIGOR:

KENCRAFT, INC.

By:_____
Name: Taz Murray
Title: Vice President

[*Signature Page to Assignment and Assumption of Trademark Security Agreement*]

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

This instrument was acknowledged before me on MARCH 10, 2006, by TAZ MURRAY, the VICE PRESIDENT of Kencraft, Inc., a Utah corporation, on behalf of said corporation.

Laurie J. Syme
Notary Public

My commission expires: 6/30/07

LAURIE J. SYME
NOTARY PUBLIC • STATE of UTAH
119 EAST 200 NORTH
ALPINE, UTAH 84004
COMM. EXPIRES 6-30-2007

[*Signature Page to Assignment and Assumption of Trademark Security Agreement*]

SCHEDULE 1
TO
ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT

MARK	COUNTRY	APP./REG. NO.	APP./REG. DATE	STATUS
SHAPE OF CHRISTMAS BEAR CANDY CLIMBERS	U.S.	2,108,276	10/28/97	Registered
SHAPE OF MONKEY LOLLIPALS	U.S.	2,119,390	12/09/97	Registered
BRIDE BUBBLEGUM BUDDY	U.S.	2,140,966	03/03/98	Registered
BUBBLEGUM BUDDIES	U.S.	1,986,935	07/16/96	Registered
CANDY WITH CHARACTERS	U.S.	2,407,337	11/21/00	Registered
CHOCOPALS	U.S.	2,263,793	07/20/99	Registered
CHUMMY CHUMS	U.S.	2,066,936	06/03/97	Registered
HIPPOPOTAMUS BUBBLEGUM CANDY	U.S.	2,117,703	12/02/97	Registered
HUG ME	U.S.	2,941,535	04/19/05	Registered
I LOVE YOU LOLLIPAL	U.S.	2,119,358	12/09/97	Registered
IMAGIPOPS	U.S.	2,909,433	02/14/04	Registered
JAWBREAKER BUDDIES	U.S.	2,269,911	08/10/99	Registered
KENCRAFT	U.S.	1,946,903	01/09/96	Registered
KOOKIE KAKES	U.S.	2,936,896	03/29/05	Registered
KOOKY KONES	U.S.	1,299,746	10/09/84	Registered
LOLLIPALS	U.S.	1,272,045	03/27/84	Registered
PEPPERMINT PLACE	U.S.	1,953,101	01/30/96	Registered
PETITCUPS	U.S.	1,299,747	10/09/84	Registered

SCHEDULE 1
TO
ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT

MARK	COUNTRY	APP./REG. NO.	APP./REG. DATE	STATUS
PIC-A-POP RAINBOW-TREE DESIGN	U.S.	1,510,318	10/25/88	Registered
PUPPET PALS	U.S.	2,138,768	02/24/98	Registered
SANTA CLAUS BUBBLEGUM BUDDY	U.S.	2,117,672	12/02/97	Registered
SHAPE OF A CLOWN FIREMAN CANDY CLIMBER	U.S.	2,033,209	01/21/97	Registered
SHAPE OF A GHOST CANDY CLIMBER	U.S.	2,161,729	06/02/98	Registered
SHAPE OF A MONKEY CANDY CLIMBER	U.S.	2,054,873	04/22/97	Registered
SHAPE OF A STOCKING LOLLIPAL	U.S.	2,932,673	03/15/05	Registered
SHAPE OF A CANDY CANE BOOK	U.S.	2,815,873	02/17/04	Registered
SHAPE OF A CLOWN BUBBLEGUM BUDDIES	U.S.	2,312,782	02/01/00	Registered
SHAPE OF DINOSAUR LOLLIPALS	U.S.	2,119,359	12/09/97	Registered
SHAPE OF EGG LOLLIPAL	U.S.	2,899,320	11/02/04	Registered
SHAPE OF GHOST LOLLIPAL	U.S.	2,941,534	04/19/05	Registered
SHAPE OF LITTLE GIRL CANDY CLIMBER	U.S.	2,054,948	04/22/97	Registered
SHAPE OF PUMPKIN LOLLIPAL	U.S.	2,886,227	09/21/04	Registered

SCHEDULE 1
TO
ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT

MARK	COUNTRY	APP./REG. NO.	APP./REG. DATE	STATUS
SHAPE OF SANTA CLAUS CANDY CLIMBER	U.S.	2,163,718	06/09/98	Registered
SHAPE OF SANTA CLAUS LOLLIPAL	U.S.	2,171,062	07/07/98	Registered
SHAPE OF SNOWMAN LOLLIPAL	U.S.	2,899,321	11/02/04	Registered
SHAPE OF SUCKER WITH DECORATIVE DISK	U.S.	2,831,124	04/13/04	Registered
SHAPE OF TREE LOLLIPAL	U.S.	2,914,415	12/28/04	Registered
SHAPE OF WITCH LOLLIPALS	U.S.	2,130,052	01/20/98	Registered
SWEET GREETINGS	U.S.	76/299,031	08/13/01	Registered
TAFFYTOONS	U.S.	2,390,518	09/26/00	Registered
TEENSY WEENSY CANDY BASKET	U.S.	2,236,213	03/30/99	Registered
THE BUBBLEGUM BUNCH	U.S.	2,493,568	09/25/01	Registered
TIGER BUBBLEGUM BUNCH	U.S.	2,310,151	01/25/00	Registered
TIGER LOLLIPALS	U.S.	2,308,164	01/18/00	Registered
TWISTPOP	U.S.	2,900,784	11/02/04	Registered
VAMPIRE BUBBLEGUM BUDDY	U.S.	2,117,679	12/02/97	Registered
CANDY CLIMBERS	U.S.	1,980,925	06/18/96	Registered
SHAPE OF SNOWMAN	U.S.	2,119,355	12/09/97	Registered

SCHEDULE 1
TO
ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT

MARK	COUNTRY	APP./REG. NO.	APP./REG. DATE	STATUS
ALPINE CONFECTIONS	U.S.	76/362,977	01/24/02	Pending
TWISTIX	U.S.	78/206,592	01/23/03	Pending